

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6-18-03

Division: Growth Management

Bulk Item: Yes ☒ No ☐

Department: Marine Resources

AGENDA ITEM WORDING: Approval of the Contract Agreement between Monroe County and Arnold's Auto & Marine Repair Inc. for the Emergency removal of DV3A3762 located off of Marathon.

ITEM BACKGROUND: The City of Marathon requested assistance for the Emergency removal of this vessel. Two quotes received, Spirit Marine Towing & Assistance-\$2,879.00 and Arnold's Auto & Marine Repair, Inc.-\$1,500.00.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS Approval

TOTAL COST: \$1,500.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: Staff Time Only

FUNDING SOURCE: BIF

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER:** MO \$ _____ YR \$ _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

DISPOSITION: _____

AGENDA ITEM #: 1112

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Arnold's Auto & Marine Contract # _____
Repair, Inc. Effective Date: _____
 Expiration Date: _____

Contract Purpose/Description:

Emergency removal of DV3A3762 located off of Marathon.

Contract Manager: Kim McGee 3911 Marine Resources-
 (Name) (Ext.) (Department/Stop #)
Marine Projects Section#9
 for BOCC meeting on 6-18-03 Agenda Deadline: 6-3-03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 1,500.00 Current Year Portion: \$ 1,500.00
 Budgeted? Yes ☒ No ☐ Account Codes: 157 - 62600 530- 340-
 Grant: \$ BIF _____
 County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/3/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/03/03</u>
Risk Management	<u>5/29/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/29/03</u>
O.M.B./Purchasing	<u>5/29/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/30/03</u>
County Attorney	<u>5/28/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-29-03</u>

Comments: _____



CITY OF MARATHON, FLORIDA

10045-55 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667

FAX

FACSIMILE TRANSMITTAL SHEET

TO: Kim FROM: Harry
COMPANY: _____ DATE: 5/15/03
FAX NUMBER: 295-3917 TOTAL NO. OF PAGES INCLUDING COVER: 8
PHONE NUMBER: _____ SENDER'S REFERENCE NUMBER: _____
REF: _____ YOUR REFERENCE NUMBER: _____

☒ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS

This is the boat that is blocking access to the commercial fishing fleet at Fisherman's pt. When we talked yesterday you indicated there is the possibility of emerg. removal. The City requests this removal due to the number of complaints + navigational hazard. Thank you for your assistance.
Harry DeLuitt

Arnold's Auto & Marine Repair, Inc.

5540 3rd Avenue
Key West, FL 33040
305-296-3832
fax 202-9882
darnold693@aol.com

May 16, 2003

Kim McGee
Marine Projects Coordinator
5503 College Road
Room 2024
Key West, FL 33040

Dear Ms. McGee,

Please accept this letter as our bid for the removal and disposal of the 19' boat located on FISHERMANS POINT, BOOT KEY.

Our bid is \$1500.

Sincerely,

Richard W. Arnold

Richard W. Arnold

24 Hr.
Service

SPIRIT



MARINE TOWING & ASSISTANCE

Our Experience will save you Time and Money

VHF
Ch. 16

May 16, 2003

Kim McGee
Marine Projects Coordinator

At fax # 295-3917

PROPOSAL

Spirit marine proposes to do the following work: Remove and properly dispose of the derelict vessel "DV 3762" described as a houseboat, sunk in Boot Key Harbor, Marathon. Work will be performed immediately.

COST: \$2,879.00

**DUKE PONTIN • P.O. Box 244 • Big Pine Key, Florida 33043
(305) 872-2752**

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____ day of _____ 2003, by and between, **Arnold's Auto & Marine & Repair, Inc.** ("Contractor"), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida ("Board").

The Contractor and the Board, for the consideration named agree as follows:

1. The Contractor shall furnish all the materials and perform all the work as required by the Specifications for the removal of DV3A3762, located off of Marathon for which F.W.C.C. Derelict Vessel Report is attached as Exhibit A.
2. The work to be performed under this contract must be completed by June 30, 2003.
3. The Contractor understands the rules of the Florida Department of Environmental Protection and shall comply with those rules, along with the rules and procedures instituted by the Board to ensure an orderly progress to the project. Both the intent and the requirements of the Specifications, attached as Exhibit B, are understood by the Contractor.
4. The Board shall pay the Contractor \$ 1,500.00 for the removal and legal disposal of DV3A3762 located off of Big Pine Key for which a F.W.C.C. Derelict Vessel Report is attached a Exhibit A. Payment will be upon completion of work by the Contractor and review and approval by the Marine Projects Coordinator.
5. The attached Derelict Vessel Report, Specifications, and the Monroe County Insurance Requirements together with this Agreement, form the Contract. They are fully a part of this Contract as if repeated herein verbatim.
6. The Contractor covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by the County) and other losses,

damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor (s) in any tier, their employees or agents. The purchase of the insurance required in paragraph 11 does not vitiate this indemnification provision.

7. The Contractor agrees to supply the County with a set of photographs of the project in all phases of the removal and disposal process. The Contractor will be responsible for the camera, film, and development costs.

8. The Contractor must inform the County and the Florida Fish and Wildlife Conservation Commission prior to initiation of work.

9. The parties agree that a timely performance of this agreement is essential due to possible damage to the natural resources, hazards to navigation, or threats to human health and welfare. Therefore, the parties agree that the Contractor shall be liable to the Board for \$100 per day of liquidated damages for each day after 6-30-03 that the Contractor's obligations under this agreement remain unperformed. The parties agree that such amount is by the way of compensatory damages and does not constitute a penalty.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol an drug free work environment.

11. The Contractor will be responsible for all necessary insurance coverage as indicated by an "X" on the attached forms identified as INSCKLST 1-4, as further detailed on forms VL1, WC1, WCJA, GL1, WL1, & POL1 attached as Exhibit C. All policies must list Monroe County as additional insured with the exception of the Worker's Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this

contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF each party hereto have executed this Agreement the day and year first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Witness: _____

Business Name: _____

Witness: _____

By: _____

Title: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: _____
ROBERT N. WOLFE
DATE: 5-29-03



DERELICT OR ABANDONED VESSEL REPORT

DV# 3762 or AV# _____INCIDENT # 03-SE-44-6345 D

REG/DOC# F10007 AF LENGTH 19 FT. MAKE AZTEC TYPE HOUSEBOAT
 CURRENTLY REGISTERED? YES NO LAST REGISTERED DATE 6-30-00 STATE FL
 H.L.N. 6602719 HR ALIEN? NO YES WHAT COUNTRY? _____
 HULL MATERIAL: WOOD F/G METAL (SPECIFY) _____ RUBBER OTHER (SPECIFY) _____
 COLOR WHITE/AQUA TOP MOTOR ATTACHED? NO YES O/B I/O IN HOW MANY? NA
 ANY NAME, WORD, DISPLAY OR OTHER IDENTIFIERS? UNIK
 CUSTODIAN OR OWNER HECTOR D. MEDINA DATE OF BIRTH 9-26-52
 ADDRESS 5617 60TH WAY North CITY/STATE/ZIP ST. PETE, FL
 DRIVER'S LICENSE# A35032452-3460 S/S# 583287647 OTHER ID UNIK
 VESSEL'S PHYSICAL LOCATION WEST OF FISHERMEN'S POINTS - BOAT KEY HBR MARKER _____
 NEAREST LANDMARK FISHERMEN'S POINT LAT/LONG 24°42'17.9N 81°06'22.8 W
 DERELICT VESSEL CONDITION: WRECKED ✓ JUNKED ✓ SUBSTANTIALLY DISMANTLED ✓
 ABANDONED ✓ SUNK ✓ BROKEN UP ✓ PART OF A VESSEL ✓ BURNED ✓ CAPSIZED ✓ LISTING ✓
 SCUTTLED ✓ FULL OF HOLES ✓ FILLED WITH WEIGHT ✓ FULL OF WATER ✓ OTHER _____
 NUMBERS OR IDENTIFIERS REMOVED ✓ VESSEL IS A HEALTH HAZARD (EXPLAIN) _____
 ABANDONED VESSEL CONDITION: ABANDONED ✓ INOPERATIVE ✓ PARTIALLY DISMANTLED ✓
 NO APPARENT INTRINSIC VALUE ✓ PERSONAL ITEMS ONBOARD ✓ OTHER _____
 VESSEL IS: AFLOAT ✓ ADRIFT ✓ AGROUND ✓ WASHED ASHORE ✓ IN WETLANDS ✓ DOCKED ✓
 PULLED ONSHORE ✓ ANCHORED ✓ TIED TO OBJECT (SPECIFY) _____
 CAUSED BY: NATURAL DISASTER ✓ UNKNOWN ✓ OTHER _____
 SUBMERGED 50 % DEPTH 3 FEET DAMAGING SUBMERGED LAND: NO ✓ YES ✓ UNK ✓
 INJURING BENTHIC COMMUNITY: NO ✓ YES ✓ OTHER: UNIK
 OTHER PROPERTY DAMAGE: NO ✓ YES ✓ (EXPLAIN) UNIK
 PROPERTY OWNER: STATE SUBMERGED LAND ✓ FEDERAL ✓ OTHER _____
 OWNER/ADDRESS _____
 NAVIGATIONAL HAZARD: NO ✓ UNK ✓ YES ✓ (EXPLAIN) NO LIGHTS AT NIGHT
 TOWED WITHOUT REPAIR: NO ✓ UNK ✓ YES ✓ (EXPLAIN) _____
 ENVIRONMENTAL THREAT: NO ✓ UNK ✓ YES ✓ (EXPLAIN) _____
 RECOMMENDED DISPOSITION: LEAVE AS IS ✓ REMOVE FROM WATER ✓ TAKE TO LANDFILL ✓
 CREATE MARINE HABITAT ✓ HAVE OWNER/CUSTODIAN REMOVE ✓ OTHER _____
 NARRATIVE/DILIGENT SEARCH: 30 DAY LETTER MAILED ON 4-30-02

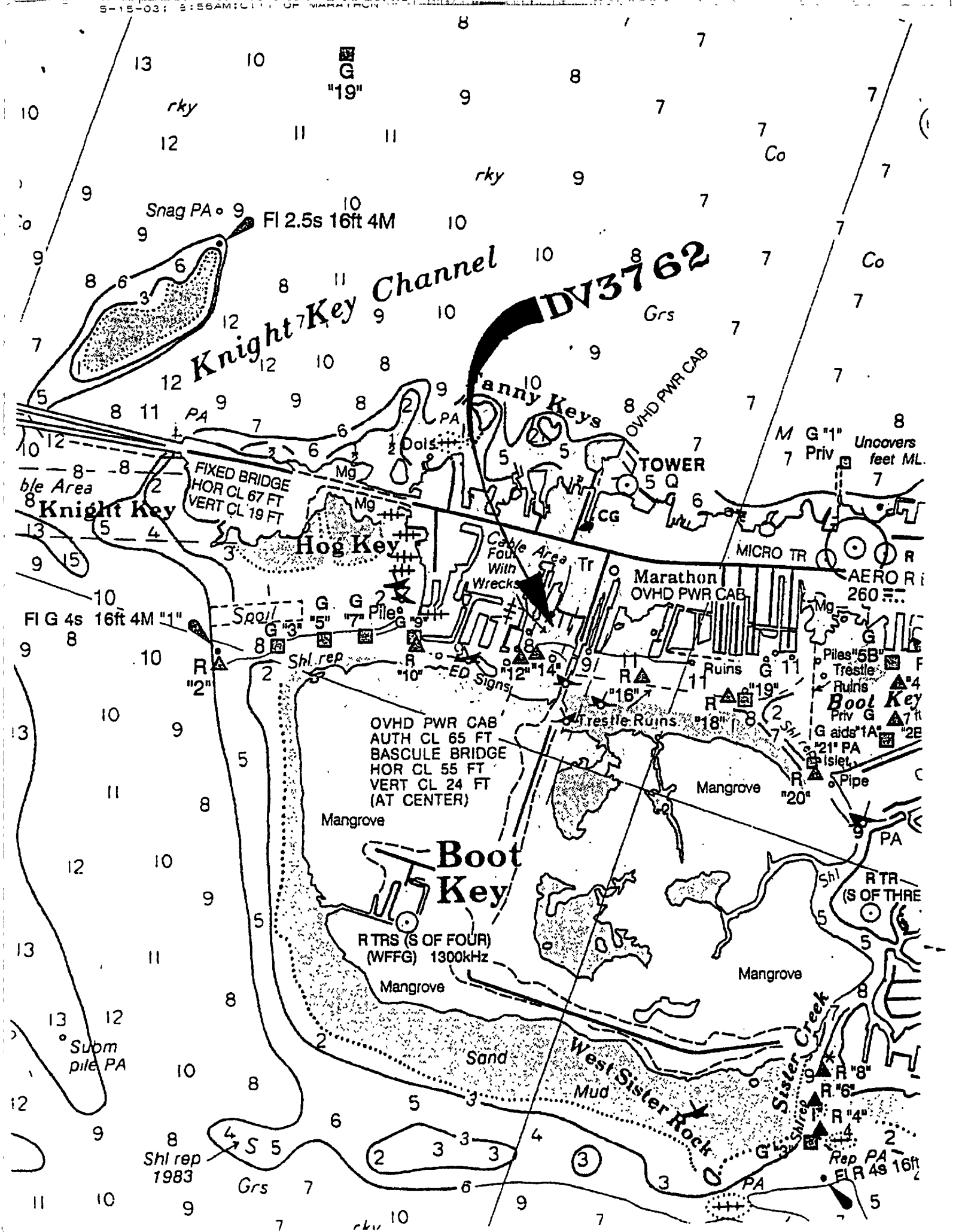
REPORTING OFFICER & ID# (PRINT) VICENTE LOPEZ # B510 (SIGN) Vicente Lopez
 OFFICER'S AGENCY & ADDRESS FWC-2796 O/S HWY. MARATHON, FL DATE 4-30-02
 REVIEWED BY (PRINT) H. S. S. GOWEN D130 (SIGN) H. S. S. GOWEN D130 DATE 05-01-03



Boot Key Harbor - DV _____



Boot Key Harbor - DV _____



20th

25th ST.
JAMES AVE

BOOT KEY
HARBOR

24th ST.
23rd ST.
22nd ST.

20th ST.

DRAW BRIDGE

BOOT KEY RD.
MARATHON

FISHERMEN'S
POINTE

DV3762

FARO BLANCO

15th ST.

OCEAN TER.

OCEAN BR

BOOT
KEY

11th ST.

MARATHON
RINA

5-15-03: 8:56AM: CITY OF MARATHON

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



EDWIN P. ROBERTS, DC
Pensacola

RODNEY BARRETO
Miami

SANDRA T. KAUPPE
Palm Beach

H.A. "HERKY" HUFFMAN
Enterprise

DAVID K. MEEHAN
St. Petersburg

JOHN D. ROOD
Jacksonville

RICHARD A. CORBETT
Tampa

KENNETH D. HADDAD, Executive Director
VICTOR J. HELLER, Assistant Executive Director

OFFICE OF THE EXECUTIVE DIRECTOR
(850)487-3796 TDD (850)485-9542

April 26, 2003

DV/AV-SE-3762
INCIDENT# 02-SE-44-6345D

Mr. Hector D. Medina
5617 60th Way N.
St. Petersburg, FL 33709

Re: FL0007AF, a 1966, 19 ft., Aztec, f/g vessel, located west of Fishermen's Pointe in Boot Key Harbor.

Dear Mr. Medina,

You have been identified as the last known legal owner or custodian of the above-cited derelict vessel. Sections 376.15 and 823.11, Florida Statutes, makes it, "unlawful for any person, firm, or corporation, to store or leave any vessel as defined by maritime law in a wrecked, junked, or substantially dismantled condition or abandoned upon or in any public water or at any port in this state without the consent of the agency having jurisdiction thereof, or docked at any private property without the consent of the owner of such property."

The Fish and Wildlife Conservation Commission has been designated as the agency of the state authorized and empowered to remove or cause to be removed any abandoned or derelict vessel from public waters in any instance when the same obstructs or threatens to obstruct navigation or in any way constitutes a danger to the environment. All costs incurred by the commission in the removal of any abandoned or derelict vessel shall be recoverable against the owner/custodian thereof.

In accordance with the above Legislative mandate, the Florida Fish and Wildlife Conservation Commission, hereby orders you as the last known legal owner/custodian of the above vessel, to remove the vessel from public waters within thirty (30) days of your receipt of this letter, or provide proof of legal transfer to the vessel's ownership. Failure by the legal owner to remove this vessel can result in a civil and/or criminal penalty, pursuant to Sections 376.15 and 823.11, F.S., and/or the removal of the vessel by the state at the owner's expense.

Your cooperation in expeditiously concluding this matter will be greatly appreciated by this Commission.

Sincerely,

Vicente Lopez

Officer Vicente Lopez
Via Major M. J. Long
FWC Division of Law Enforcement
Special Enforcement Area
2796 Overseas Highway, Suite 100
Marathon, Florida 33050
(305)289-2320

MJL/